

ODOC OF OKLAHOMA – DEPARTMENT OF CORRECTIONS

**SIXTH AMENDMENT
TO
CONTRACT**

This **SIXTH AMENDMENT** (“Sixth Amendment”) is effective as of the last date signed by either party (“Sixth Amendment Effective Date”) and amends and supplements that certain Contract by and between SECURUS Technologies, LLC (“SECURUS”) and the ODOC of Oklahoma Department of Corrections (“ODOC”) effective as of February 24, 2020 (the “Contract”).

WHEREAS, ODOC and SECURUS are parties to the Contract and desire to amend the terms as herein;

NOW, THEREFORE, as of the Sixth Amendment Effective Date and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Amend the Value-Added Plan identified in Attachment G, Page 78, Approved Services. ODOC agrees to exchange the remaining 3 Mobile Cellular Assessment Teams, equipment, 3 vehicles and 6 full time staff identified in Amendment 3 for SECURUS Digital Mail Center and additional security equipment. The projected value of the Mobile Cellular Assessment Teams, equipment, 3 vehicles and 6 full-time staff in the 2024-2025 renewal period is \$1,176,705. The ODOC agrees to allocate \$325,000.00 of the \$1,176,705 in exchange for the SECURUS Digital Mail Center and the remaining \$851,705.00 will be allocated to additional security equipment as identified by the ODOC. The \$325,000.00 of this project for this year is for the remainder of the current year contract period. Future contract years are expected to be \$650,000.00 per year. The SECURUS Digital Mail Center will be deployed no later than September 1st, 2024 unless mutually agreed upon by both parties and the security equipment will be identified, procured and deployed within the contract renewal period. The ODOC is responsible for any data connections or utility modifications required within the ODOC where the security equipment will be located. Upon completion or termination of the contractual agreement between the ODOC and SECURUS, the ODOC will retain possession of any purchased security equipment purchased by SECURUS under this agreement.

SECURUS DIGITAL MAIL CENTER

DESCRIPTION:

The SECURUS Digital Mail Center service and software allows authorized ODOC staff or correctional agency staff to scan certain physical mail and electronically deliver it to inmates through certain of SECURUS technologies (to the extent agreed and to the extent those products are deployed at the Facility(s)). The SECURUS Digital Mail Center software contains a dashboard that provides the following capabilities and information: (1) ability to view, approve, reject, and manage scanned mail; (2) ability to set alerts when specific inmates receive mail; and (3) audit logs of activity associated with the SECURUS Digital Mail Center for increased administrative oversight.

CONFIGURATION:

SECURUS Screened, Processed, and Delivered – SECURUS will conduct the initial processing of physical mail and its conversion into electronic form, typically within 48 hours of receipt. After processing and, if desired, ODOC approval, SECURUS will distribute the electronic version of the mail through certain of SECURUS technologies as agreed by ODOC and SECURUS. ODOC will not forward mail to SECURUS that is not reasonably susceptible to scanning (such as boxes, books, or other such materials which do not consist of printed correspondence on a two-dimensional page) and will take reasonable measures to inform inmates and their friends and family about this restriction. SECURUS will have no obligation to attempt to scan such mail. In the event SECURUS receives such mail from any source, it will be returned to ODOC at the ODOC cost or returned to its sender. In the event SECURUS receives mail addressed to an inmate that is not currently at ODOC facility, such mail will be returned to its sender.



Digital Mail Center will initially be configured with the following options, which can be subsequently changed so long as ODOC and SECURUS agree in writing:

<p><u>Pre-Approval Prior to Delivery</u></p> <p>Auto Approve – SECURUS will deliver all scanned mail. Written contraband will be treated in accordance with the “Discovery of Written Contraband / Images” section of this table. ODOC Approve – ODOC will review and approve all scanned mail prior to delivery</p>	<p><u>Physical Mail Handling</u></p> <p>Destroy after 30 days Return to ODOC after 30 days (at ODOC cost)</p>
<p><u>Discovery of Physical Contraband</u></p> <p>Release to local law enforcement (based on location of SECURUS’s processing facility) and report to ODOC for further direction Destroy</p> <p>SECURUS will use reasonable efforts to identify such contraband based on ODOC’s instructions and SECURUS’s experience, but SECURUS does not represent or warrant that it will correctly identify such contraband.</p>	<p><u>Discovery of Written Contraband / Images</u></p> <p>Do not scan, and report to ODOC for further direction Scan and require additional ODOC review</p> <p>SECURUS will use reasonable efforts to identify such contraband based on ODOC’s instructions and SECURUS’s experience, but SECURUS does not represent or warrant that it will correctly identify such contraband.</p>

SECURUS DIGITAL MAIL CENTER TERMS OF USE:

1. Privileged Mail. The ODOC represents and warrants that it will not process any mail through SECURUS’s service or software that originates from an attorney’s office or is otherwise legally private or privileged. If SECURUS receives mail originating from an attorney’s office or other private/privileged establishments, SECURUS will send it to the correctional agency at ODOC’s cost for physical delivery to ensure privilege is maintained or return it to its sender.
2. Withheld / Destroyed Mail. If the ODOC elects to withhold mail from delivery to an inmate or directs SECURUS to destroy mail per this Schedule, the ODOC is solely responsible for notifying the inmate and the sender of such actions as may be legally required.
3. Storage of Electronic Information. All electronic information associated with the mail, including sender name, time, date, and address will be stored for the duration of the Term of the Agreement. Scanned images will be stored for a period of two years after they are scanned. It is the responsibility of ODOC to remove any desired images from the housing location for permanent storage within two years after their scan as they may be permanently deleted by SECURUS after that time. At ODOC’s discretion, Digital Mail Center can be configured to allow inmates to download scanned images of mail addressed to them upon release from the Facility, provided such scanned images have not been previously deleted pursuant to this section.
4. Grant of Licenses. Subject to the terms of the Contract (a) SECURUS hereby grants ODOC a non-exclusive, non-transferable right during the Term of the Contract to access and use the SECURUS Digital Mail Center solely for ODOC’s internal business purposes as contemplated herein, subject to the service scope and pricing specified herein; and (b) ODOC hereby grants SECURUS a non-exclusive, non-transferable right to use the electronic data specifically

pertaining to ODOC and/or its users that is submitted into the SECURUS Digital Mail Center (collectively, "ODOC Data") as necessary for the limited purpose of performing the service.

5. Compliance with Applicable Laws. ODOC will comply with all applicable laws and government guidelines applicable to its access to and use of information obtained in connection with or through the SECURUS Digital Mail Center. ODOC acknowledges and understands that ODOC is solely responsible for its compliance with such laws and that SECURUS does not make any representation or warranty as to the legality of the use of the SECURUS Digital Mail Center application or the information obtained in connection therewith. SECURUS will not have any obligation or responsibility for ODOC's compliance with any and all laws, regulations, policies, rules or other requirements applicable to ODOC by virtue of its use of the SECURUS Digital Mail Center.
6. Ownership of Property. SECURUS and its licensors and suppliers own and retain all right, title, and interest in and to the following (collectively, "SECURUS Property"): (a) the SECURUS Digital Mail Center and all other software, hardware, technology, documentation, and information provided by SECURUS in connection with the service; (b) all ideas, know-how, and techniques that may be developed, conceived, or invented by SECURUS during its performance under the Agreement; and (c) all worldwide patent, copyright, trade secret, trademark and other intellectual property rights in and to the property described in clauses (a) and (b) above. Except as otherwise expressly authorized herein or by SECURUS in writing, the non-exclusive use rights set forth in the Agreement are the entirety of ODOC's rights in connection with the SECURUS Property. ODOC owns and retains all right, title, and interest in and to the ODOC Data and all intellectual property rights therein. Except as otherwise expressly authorized herein or by ODOC in writing, the non-exclusive use rights set forth in the Agreement are the entirety of SECURUS's rights in connection with the ODOC Data.
7. Modification and Termination. SECURUS reserves the right to modify, enhance, or discontinue, in its sole discretion, any or all of the features that are currently part of the SECURUS Digital Mail Center. Moreover, if SECURUS determines in its sole discretion that the SECURUS Digital Mail Center and/or ODOC's use thereof (1) violates the terms and conditions set forth herein and/or in the Contract; (2) violates any applicable rule; or (3) is reasonably likely to be so determined, SECURUS may, upon written notice, immediately terminate ODOC's access to the SECURUS Digital Mail Center.
8. Limitation of Liability. EXCEPT FOR DIRECT DAMAGES THAT CANNOT BE LIMITED UNDER N.D.C.C. § 32-12.2-15, SECURUS WILL NOT BE LIABLE FOR ANY INDIRECT DAMAGES, HOWEVER ARISING, INCURRED BY ODOC FROM RECEIPT OR USE OF INFORMATION OBTAINED IN CONNECTION WITH THE SECURUS DIGITAL MAIL CENTER APPLICATION OR THE UNAVAILABILITY THEREOF.
9. Warranties. ODOC understands and acknowledges that all information used and obtained in connection with the SECURUS Digital Mail Center application is "AS IS." ODOC further understands and acknowledges that the digital transcription of mail may or may not be thorough and/or accurate, and that ODOC will not rely on SECURUS for the accuracy or completeness of information obtained through the SECURUS Digital Mail Center Application. SECURUS DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SECURUS DIGITAL MAIL CENTER APPLICATION. SECURUS DOES NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, LEGALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE SECURUS DIGITAL MAIL CENTER APPLICATION OR INFORMATION OBTAINED IN CONNECTION THEREWITH.

2. Except as expressly amended by this SIXTH Amendment, all of the terms, conditions and provisions of the Contract and previous amendments shall remain in full force and effect.

<p><u>ODOC:</u> ODOC of Oklahoma Department of Corrections</p> <p>By: <u>Signature on file</u></p> <p>Name: Ashlee Clemmons</p> <p>Title: Chief Financial Officer</p> <p>Date: <u>Jun 5, 2024</u></p> <p>Approved as to form:</p> <p>By: <u>Signature on file</u></p> <p>Kari Hawkins, General Counsel Date</p>	<p><u>SECURUS:</u> SECURUS Technologies, LLC (f/k/a SECURUS Technologies, Inc.)</p> <p>By: <u>Signature on file</u></p> <p>Name: Kevin Elder</p> <p>Title: President</p> <p>Date: <u>6/7/2024</u></p>
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Please return signed contract to:

**4000 International Parkway
Carrollton, Texas 75007
Attention: Contracts Administrator
Phone: (972) 277-0300**